edged rule of international law. For it is in just such a way that the development and growth of international law takes place. Indeed, the actual dissent of England would by no means be fatal to the validity of any such rule, for the determining factor of international law is the general consensus of all nations, and not the solitary practice of any one of them. There would seem to be good reason for this exemption of fishing boats, since their seizure would serve merely to deprive poor fishermen of the means of earning their living, and the captor would reap no advantage in return. Such fishing vessels form no appreciable part of the wealth and resources of a nation, and the proceeds of their sale would hardly repay the trouble and expense of their capture and condemnation, for the boats themselves are of no great value, and the cargo of fresh fish is of such a perishable nature as to be almost worthless. Aside from this matter of expediency, there is a strong tendency in the rules of modern warfare toward respecting the rights and property of those of the enemy who are not engaged in actual fighting. The decision in the principal case, therefore, being both reasonable and fully in accord with the natural development of international law, would seem to be entirely sound.

CLOGGING THE EQUITY OF REDEMPTION. — Whether or not the invention of the equity of redemption was due to "the piety or love of fees of those who administered equity," there is certainly no interest which has been more jealously guarded. To prevent what was thought an infringement of this right, it was early established that a mortgagee should not have a collateral advantage besides interest on the mortgage debt. *Jennings* v. *Ward*, 2 Vern. 520. After the repeal of the usury laws it was suggested that the objection to a stipulation for a collateral advantage disappeared with them, but in *Broad* v. *Selfe*, 11 W. Rep. 1036, the court held that though the principle in its origin probably had reference to the usury laws, it went beyond them and was not affected by their repeal. This was affirmed in a number of cases and regretfully admitted to be law by Lord Bramwell in *Salt* v. *Marquess of Northampton*, [1892] App. Cas. 1. But in several minor details the rule had been broken in upon, as in *Mainland* v. *Upjohn*, 41 Ch. D. 126, and more notably in the West India mortgages, *Bunbury* v. *Winter*, 1 Jac. & W. 255. The first marked departure, however, from the spirit of the old cases in the direction of allowing freedom of contract was not till *Biggs* v. *Hoddinott*, [1898] 2 Ch. D. 307. It was there stipulated that the mortgagor should for a term of years buy all the beer he used in his public house from the mortgagee. The court sustained the stipulation on the ground that it did not clog the equity of redemption, as damages for the breach of the covenant were not covered by the security. Once having taken the step that a collateral advantage not expressly forbidden by any previous decision was, in the absence of fraud, allowable, it was very easy for the court to go further, since it was impossible to reconcile this case with the former cases on any satisfactory principle. The decision in *Sautley* v. *Wilds*, [1899] 2 Ch. D. 474, was therefore not wholly unexpected. In this case the mortgagee of a lease stipulated, besides interest, for one third of the net profits from any subleases, and that the relation of mortgagor and mortgagee should subsist for this purpose during the entire term of the lease, though the principal was to be paid off before its end. There being no evidence of fraud or overreaching, the stipulation was held valid.

This decision reaches the satisfactory result of entirely abolishing the troublesome rule against collateral advantages. Since the repeal of the usury laws with the consequence that in the absence of fraud or oppression there was no limit to the rate of interest that might be charged in a mortgage, no sound reason remained for its retention. A stipulation for a collateral advantage it would seem could no more be considered a clog on the equity of redemption than could an increase in the rate of interest. Redemption in both cases would be made more difficult, but the right to redeem on the performance of the agreement would always remain. That this right could not be exercised for a limited period is no objection, as provisions of that nature have always been allowed. The rule of the principal case, that a stipulation is invalid only when repugnant to the continuance of the instrument as a mortgage, has the advantage of simplicity and of conforming to the modern tendency to allow freedom of contract. Though a conspicuous instance of judicial legislation, the case will probably be followed.

JURISDICTION IN GARNISHMENT OF DEBTS. — What jurisdictional facts are necessary to give validity to proceedings in the garnishment of a debt is a question difficult of solution in the actual state of the authorities. It may be stated generally that the trend of decision declares that a debt has, for the purposes of attachment, a *situs*, and that this *situs* must be within the jurisdiction of the court where relief is sought. Within this general rule there is a marked conflict of opinion where this *situs* is to be found. The prevalent view would seem to be that the *situs* of a debt for the purposes of garnishment is at the domicil of the debtor, the garnishee. *Chicago, R. I. & P. R. Co.* v. *Sturm*, 174 U. S. 710; *Nichols* v. *Hooper*, 17 Atl. Rep. 134 (Vt.). The *situs*, however, may be at the domicil of the creditor; of course, to attach the debt there must also be service of process on the debtor, who accordingly must be capable of being reached at the creditor's residence. *Louisville & N. R. Co.* v. *Nash*, 23 So. Rep. 825 (Ala.). Again, if the debt is a judgment debt it can only be seized at the place where the judgment was rendered, provided as before service of process can be had on the garnishee. *Noble* v. *Thompson Oil Co.*, 79 Pa. St. 354. Still another view, while recognizing that the debt has a *situs*, insists that, wherever the garnishee could be sued by the principal defendant, the creditor, there the debt may be attached. *Wyeth H. & M. Co.* v. *Lang*, 127 Mo. 242. This far-reaching rule, which conceives of the debtor as carrying the obligation with him wherever he goes, is anomalous and based on no sound reason.

Two recent decisions take different positions, — one regards the domicil of the creditor as material, the other that of the debtor. In *Central of Georgia Ry. Co.* v. *Brinson*, 34 S. E. Rep. (Ga.), the debtor was a resident, the principal defendant a non-resident, who was not served on personally, and jurisdiction was denied because the *situs* of the debt for the purposes of garnishment is at the domicil of the creditor. In *King* v. *Cross*, 20 Sup. Ct. Rep. 131, it was held that the garnishment of a resident debtor for a debt due to a non-resident defendant was not void. As a matter of principle it is hard to see how anything incorporeal, without length, breadth, or thickness, such as a debt, can have any *situs*. For some purposes, however, such as taxation and administration, a chose in action is treated as if it had a *situs*. Here, too, attachment is